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9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 TAJAH ENGE,

12 Plaintiff,

13 v.

14 TRANSUNION RENTAL
15 SCREENING SOLUTIONS, INC. and
16 DOES 1 through 10, inclusive,
Defendants.

Case No. 2:23-cv-04439-MCS-E

**STIPULATED PROTECTIVE
ORDER**

17
18 **1. A. PURPOSES AND LIMITATIONS**

19 Discovery in this action is likely to involve production of confidential,
20 proprietary, or private information for which special protection from public
21 disclosure and from use for any purpose other than prosecuting this litigation may
22 be warranted. Accordingly, the parties hereby stipulate to and petition the Court
23 to enter the following Stipulated Protective Order. The parties acknowledge that
24 this Order does not confer blanket protections on all disclosures or responses to
25 discovery and that the protection it affords from public disclosure and use extends
26 only to the limited information or items that are entitled to confidential treatment
27 under the applicable legal principles. The parties further acknowledge, as set forth
28 in Section 12.3, below, that this Stipulated Protective Order does not entitle them

1 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
2 procedures that must be followed and the standards that will be applied when a party
3 seeks permission from the court to file material under seal.

4 B. GOOD CAUSE STATEMENT

5 Plaintiff Tajah Enge has filed this lawsuit (the “Litigation”) against Defendant
6 TransUnion Rental Screening Solutions, Inc. (“TURSS”), alleging that TURSS is
7 liable to Plaintiff for damages resulting from alleged violations of the Fair Credit
8 Reporting Act, 15 U.S.C. § 1681, *et seq* and the California Consumer Credit
9 Reporting Agencies Act. 11 This action is likely to involve trade secrets,
10 customer and pricing lists and other valuable research, development, commercial,
11 financial, technical and/or proprietary information for which special protection from
12 public disclosure and from use for any purpose other than prosecution of this action
13 is warranted. Such confidential and proprietary materials and information consist
14 of, among other things, confidential business or financial information, information
15 regarding confidential business practices, or other confidential research,
16 development, or commercial information (including information implicating privacy
17 rights of third parties), information otherwise generally unavailable to the public, or
18 which may be privileged or otherwise protected from disclosure under state or
19 federal statutes, court rules, case decisions, or common law.

20 Accordingly, to expedite the flow of information, to facilitate the prompt
21 resolution of disputes over confidentiality of discovery materials, to adequately
22 protect information the parties are entitled to keep confidential, to ensure that the
23 parties are permitted reasonable necessary uses of such material in preparation for
24 and in the conduct of trial, to address their handling at the end of the litigation, and
25 serve the ends of justice, a protective order for such information is justified in this
26 matter. It is the intent of the parties that information will not be designated as
27 confidential for tactical reasons and that nothing be so designated without a good
28

1 faith belief that it has been maintained in a confidential, non-public manner, and
2 there is good cause why it should not be part of the public record of this case.

3 2. DEFINITIONS

4 2.1. Action: *Tajah Enge v. TransUnion Rental Screening Solutions, Inc.*,
5 *Civil Action No. 2:23-cv-04439-MCS-E*.

6 2.2. Challenging Party: a Party or Non-Party that challenges the designation
7 of information or items under this Order.

8 2.3. “CONFIDENTIAL” Information or Items: information (regardless of
9 how it is generated, stored or maintained) or tangible things that qualify for
10 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
11 the Good Cause Statement.

12 2.4. Counsel: Outside Counsel of Record and House Counsel (as well as
13 their support staff).

14 2.5. Designating Party: a Party or Non-Party that designates information or
15 items that it produces in disclosures or in responses to discovery as
16 “CONFIDENTIAL.”

17 2.6. Disclosure or Discovery Material: all items or information, regardless
18 of the medium or manner in which it is generated, stored, or maintained (including,
19 among other things, testimony, transcripts, and tangible things), that are produced or
20 generated in disclosures or responses to discovery in this matter, or informally as
21 part of settlement negotiations or for the purpose of alternative dispute resolution,
22 including, but not limited to, mediation.

23 2.7. Expert: a person with specialized knowledge or experience in a matter
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as
25 an expert witness or as a consultant in this Action.

26 2.8. House Counsel: attorneys who are employees of a Party to this Action.
27 House Counsel does not include Outside Counsel of Record or any other outside
28 counsel.

1 2.9. Non-Party: any natural person, partnership, corporation, association, or
2 other legal entity not named as a Party to this Action.

3 2.10. Outside Counsel of Record: attorneys who are not employees of a Party
4 to this Action but are retained to represent or advise a Party to this Action and have
5 appeared in this Action on behalf of that Party or are affiliated with a law firm which
6 has appeared on behalf of that Party, and includes support staff.

7 2.11. Party: any party to this Action as of the date of execution of this Order,
8 including all of its officers, directors, employees, consultants, retained experts, and
9 Outside Counsel of Record (and their support staffs).

10 2.12. Producing Party: a Party or Non-Party that produces Disclosure or
11 Discovery Material in this Action.

12 2.13. Professional Vendors: persons or entities that provide litigation support
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)
15 and their employees and subcontractors.

16 2.14. Protected Material: any Disclosure or Discovery Material that is
17 designated as “CONFIDENTIAL.” Protected Material shall not include any
18 Disclosure or Discovery Material that shows on its face that it has been actually
19 published or otherwise disseminated to the public.

20 2.15. Receiving Party: a Party that receives Disclosure or Discovery Material
21 from a Producing Party.

22 3. SCOPE

23 The protections conferred by this Stipulation and Order cover not only
24 Protected Material (as defined above), but also (1) any information copied or
25 extracted from Protected Material; (2) all copies, excerpts, summaries, or
26 compilations of Protected Material; and (3) any testimony, conversations, or
27 presentations by Parties or their Counsel that might reveal Protected Material.
28

1 Any use of Protected Material at trial shall be governed by the orders of the
2 trial judge. This Order does not govern the use of Protected Material at trial.

3 4. DURATION

4 Once a case proceeds to trial, information that was designated as confidential
5 or maintained pursuant to this Order used or introduced as an exhibit at trial becomes
6 public and will be presumptively available to all members of the public, including
7 the press, unless compelling reasons supported by specific factual findings to
8 proceed otherwise are made to the trial judge in advance of the trial. See Kamakana
9 v. City and County of Honolulu, 447 F.3d 1172, 1180–81 (9th Cir. 2006)
10 (distinguishing “good cause” showing for sealing documents produced in discovery
11 from “compelling reasons” standard when merits-related documents are part of court
12 record). Accordingly, the terms of this Order do not extend beyond the
13 commencement of the trial to any Protected Material that was used or introduced as
14 an exhibit at trial.

15 Notwithstanding the preceding paragraph, this Order will remain in effect
16 even after final disposition of this litigation until a Designating Party agrees
17 otherwise in writing or a court order otherwise directs. Final disposition will be
18 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
19 with or without prejudice; and (2) final judgment herein after the completion and
20 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
21 including the time limits for filing any motions or applications for extension of time
22 pursuant to applicable law.

23 5. DESIGNATING PROTECTED MATERIAL

24 5.1 Exercise of Restraint and Care in Designating Material for Protection.
25 Each Party or Non-Party that designates information or items for protection under
26 this Order must take care to limit any such designation to specific material that
27 qualifies under the appropriate standards. The Designating Party must designate for
28 protection only those parts of material, documents, items, or oral or written

1 communications that qualify so that other portions of the material, documents, items,
2 or communications for which protection is not warranted are not swept unjustifiably
3 within the ambit of this Order.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations
5 that are shown to be clearly unjustified or that have been made for an improper
6 purpose (e.g., to unnecessarily encumber the case development process or to impose
7 unnecessary expenses and burdens on other parties) may expose the Designating
8 Party to sanctions.

9 If it comes to a Designating Party's attention that information or items that it
10 designated for protection do not qualify for protection, that Designating Party must
11 promptly notify all other Parties that it is withdrawing the inapplicable designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in
13 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
15 under this Order must be clearly so designated before the material is disclosed or
16 produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic
19 documents, but excluding transcripts of depositions or other pretrial or trial
20 proceedings), that the Producing Party affix at a minimum, the legend
21 "CONFIDENTIAL" or "Confidential—Attorneys' Eyes Only" (hereinafter
22 "CONFIDENTIAL legend" and "Attorneys' Eyes Only legend"), to each page that
23 contains protected material. If only a portion or portions of the material on a page
24 qualifies for protection, the Producing Party also must clearly identify the protected
25 portion(s) (e.g., by making appropriate markings in the margins). If a Producing
26 Party believes in good faith that, despite the provisions of this Protective Order, there
27 is a substantial risk of identifiable harm to the Producing Party if particular
28 documents it designates as "Confidential" are disclosed to all other parties or non-

1 parties to this action, the Producing Party may designate those particular documents
2 as “Confidential—Attorneys’ Eyes Only.”

3 A Party or Non-Party that makes original documents available for
4 inspection need not designate them for protection until after the inspecting Party has
5 indicated which documents it would like copied and produced. During the inspection
6 and before the designation, all of the material made available for inspection shall be
7 deemed “CONFIDENTIAL” or “Confidential—Attorneys’ Eyes Only.” After the
8 inspecting Party has identified the documents it wants copied and produced, the
9 Producing Party must determine which documents, or portions thereof, qualify for
10 protection under this Order. Then, before producing the specified documents, the
11 Producing Party must affix the “CONFIDENTIAL legend” or “Confidential—
12 Attorneys’ Eyes Only legend” to each page that contains Protected Material. If only
13 a portion or portions of the material on a page qualifies for protection, the Producing
14 Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate
15 markings in the margins).

16 (b) for testimony given in depositions that the Designating Party identify the
17 Disclosure or Discovery Material on the record, before the close of the deposition
18 all protected testimony.

19 (c) for information produced in some form other than documentary and for
20 any other tangible items, that the Producing Party affix in a prominent place on the
21 exterior of the container or containers in which the information is stored the legend
22 “CONFIDENTIAL” or “Confidential—Attorneys’ Eyes Only.” If only a portion or
23 portions of the information warrants protection, the Producing Party, to the extent
24 practicable, shall identify the protected portion(s).

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
26 failure to designate qualified information or items does not, standing alone, waive
27 the Designating Party’s right to secure protection under this Order for such material.
28 Upon timely correction of a designation, the Receiving Party must make reasonable

1 efforts to assure that the material is treated in accordance with the provisions of this
2 Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
5 designation of confidentiality at any time that is consistent with the Court's
6 Scheduling Order.

7 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
8 resolution process under Local Rule 37.1 et seq.

9 6.3. The burden of persuasion in any such challenge proceeding shall be on
10 the Designating Party. Frivolous challenges, and those made for an improper
11 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
12 parties) may expose the Challenging Party to sanctions. Unless the Designating
13 Party has waived or withdrawn the confidentiality designation, all parties shall
14 continue to afford the material in question the level of protection to which it is
15 entitled under the Producing Party's designation until the Court rules on the
16 challenge.

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is
19 disclosed or produced by another Party or by a Non-Party in connection with this
20 Action only for prosecuting, defending, or attempting to settle this Action. Such
21 Protected Material may be disclosed only to the categories of persons and under the
22 conditions described in this Order. When the Action has been terminated, a
23 Receiving Party must comply with the provisions of section 13 below (FINAL
24 DISPOSITION).

25 Protected Material must be stored and maintained by a Receiving Party at a
26 location in the United States and in a secure manner that ensures that access is limited
27 to the persons authorized under this Order.

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the court or permitted in writing by the Designating Party, a
3 Receiving Party a Receiving Party may disclose any information or item
4 designated “CONFIDENTIAL” or “Confidential-Attorneys’ Eyes Only” only to:

5 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
6 as employees of said Outside Counsel of Record to whom it is reasonably necessary
7 to disclose the information for this Action;

8 (b) the officers, directors, and employees (including House Counsel) of the
9 Receiving Party to whom disclosure is reasonably necessary for this Action;

10 (c) Experts (as defined in this Order) of the Receiving Party to whom
11 disclosure is reasonably necessary for this Action and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (d) the court and its personnel;

14 (e) court reporters and their staff;

15 (f) professional jury or trial consultants, mock jurors, and Professional
16 Vendors to whom disclosure is reasonably necessary for this Action and who have
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (g) the author or recipient of a document containing the information or a
19 custodian or other person who otherwise possessed or knew the information;

20 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
21 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
22 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
23 will not be permitted to keep any confidential information unless they sign the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
25 agreed by the Designating Party or ordered by the court. Pages of transcribed
26 deposition testimony or exhibits to depositions that reveal Protected Material may
27 be separately bound by the court reporter and may not be disclosed to anyone except
28 as permitted under this Stipulated Protective Order; and

1 (i) any mediator or settlement officer, and their supporting personnel,
2 mutually agreed upon by any of the parties engaged in settlement discussions.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
4 IN OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation
6 that compels disclosure of any information or items designated in this Action as
7 “CONFIDENTIAL” or “Confidential-Attorneys’ Eyes Only,” that Party must:

8 (a) promptly notify in writing the Designating Party. Such notification will
9 include a copy of the subpoena or court order;

10 (b) promptly notify in writing the party who caused the subpoena or order
11 to issue in the other litigation that some or all of the material covered by the subpoena
12 or order is subject to this Protective Order. Such notification will include a copy of
13 this Stipulated Protective Order; and

14 (c) cooperate with respect to all reasonable procedures sought to be
15 pursued by the Designating Party whose Protected Material may be affected.

16 If the Designating Party timely seeks a protective order, the Party served
17 with the subpoena or court order shall not produce any information designated in
18 this action as “CONFIDENTIAL” or “Confidential—Attorneys’ Eyes Only,” before
19 a determination by the court from which the subpoena or order issued, unless the
20 Party has obtained the Designating Party’s permission. The Designating Party shall
21 bear the burden and expense of seeking protection in that court of its Protected
22 Material and nothing in these provisions should be construed as authorizing or
23 encouraging a Receiving Party in this Action to disobey a lawful directive from
24 another court.

25 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
26 PRODUCED IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced by a
28 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information

1 produced by Non-Parties in connection with this Action is protected by the remedies
 2 and relief provided by this Order. Nothing in these provisions should be construed
 3 as prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to
 5 produce a Non-Party's confidential information in its possession, and the Party is
 6 subject to an agreement with the Non-Party not to produce the Non-Party's
 7 confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-
 9 Party that some or all of the information requested is subject to a confidentiality
 10 agreement with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Stipulated
 12 Protective Order in this Action, the relevant discovery request(s), and a reasonably
 13 specific description of the information requested; and

14 (3) make the information requested available for inspection by the
 15 Non-Party, if requested.

16 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

17 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 18 Protected Material to any person or in any circumstance not authorized under this
 19 Stipulation and Protective Order, the Receiving Party must immediately (a) notify
 20 in writing the Designating Party of the unauthorized disclosures, (b) use its best
 21 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
 22 person or persons to whom unauthorized disclosures were made of all the terms of
 23 this Order, and (d) request such person or persons to execute the "Acknowledgement
 24 and Agreement to Be Bound" that is attached hereto as Exhibit A. Unauthorized or
 25 inadvertence disclosure by the Receiving Party does not change the status of the
 26 Protected Material or otherwise waive the Designating Party's right to maintain the
 27 "CONFIDENTIAL" or "Confidential—Attorneys' Eyes Only" designation for such
 28 Protected Material.

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other protection,
5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
7 may be established in an e-discovery order that provides for production without prior
8 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
9 parties reach an agreement on the effect of disclosure of a communication or
10 information covered by the attorney-client privilege or work product protection, the
11 parties may incorporate their agreement in the stipulated protective order submitted
12 to the court.

13 12. MISCELLANEOUS

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this
17 Order no Party waives any right it otherwise would have to object to disclosing or
18 producing any information or item on any ground not addressed in this Stipulated
19 Protective Order. Similarly, no Party waives any right to object on any ground to use
20 in evidence of any of the material covered by this Order.

21 12.3 Filing Protected Material. A Party that seeks to file under seal any
22 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
23 only be filed under seal pursuant to a court order authorizing the sealing of the
24 specific Protected Material at issue. If a Party's request to file Protected Material
25 under seal is denied by the court, then the Receiving Party may file the information
26 in the public record unless otherwise instructed by the Court.

1 13. FINAL DISPOSITION

2 After the final disposition of this Action, as defined in paragraph 4, within 60
3 days of a written request by the Designating Party, each Receiving Party must return
4 all Protected Material to the Producing Party or destroy such material. As used in
5 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
6 summaries, and any other format reproducing or capturing any of the Protected
7 Material. Whether the Protected Material is returned or destroyed, the Receiving
8 Party must submit a written certification to the Producing Party (and, if not the same
9 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
10 (by category, where appropriate) all the Protected Material that was returned and (2)
11 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
12 summaries or any other format reproducing or capturing any of the Protected
13 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
14 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
15 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
16 work product, and consultant and expert work product, even if such materials contain
17 Protected Material. Any such archival copies that contain or constitute Protected
18 Material remain subject to this Protective Order as set forth in Section 4
19 (DURATION).

20 14. Any violation of this Order may be punished by any and all appropriate
21 measures including, without limitation, contempt proceedings and/or monetary
22 sanctions.

23 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

24 DATED: November 2, 2023

LAW OFFICES AIDAN BUTLER

25 By: /s/ Aidan W. Butler

26 Aidan W. Butler

27 Counsel for Plaintiff

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DATED: November 2, 2023

QUILLING, SELANDER, LOWNDS,
WINSLETT & MOSER, P.C.

By: /s/ Kyle Pietrzak
Kyle Pietrzak
Counsel for TransUnion Rental Screening
Solutions, Inc.

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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3 DATED: 11/2/23

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/S/ CHARLES F. EICK

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HON. CHARLES F. EICK

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United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of *Tajah Enge v. TransUnion Rental Screening Solutions, Inc.*, Civil Action No. 2:23-cv-04439-MCS-E. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____